



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5471567
Dated/दिनांक : 28-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-12-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-12-2024 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Communications
Department Name/विभाग का नाम	Department Of Telecommunications (dot)
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Head Quarter, New Delhi
Item Category/मद केटेगरी	Canteen Service - Best Price on Fixed Menu Rate Model - Non-Vegetarian, Vegetarian; Breakfast, Lunch, Dinner, Snacks, Beverages; Inside Building Premises (exclusive for employees/ patients/ in house personnel)
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	400 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	1080000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	4.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Under Secretary
Head Quarter, New Delhi, Department of Telecommunications (DOT), N/A, Ministry of Communications
(Rajeev Verma)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :Menu Excel sheet for the reference - [1729750256.xlsx](#)**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा****This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-**

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
As per the RPF	100	75	View file	Yes

Total Minimum Passing Technical Marks: 75

Canteen Service - Best Price On Fixed Menu Rate Model - Non-Vegetarian, Vegetarian; Breakfast, Lunch, Dinner, Snacks, Beverages; Inside Building Premises (exclusive For Employees/ Patients/ In House Personnel) (500)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Type of Diet	Vegetarian , Non-Vegetarian
Type of Meal	Breakfast , Lunch , Dinner , Snacks , Beverages
Type of Canteen Space	Inside Building Premises (exclusive for employees/ patients/ in house personnel)
Electricity Charges	To be provided by Buyer
Cooking Gas Charges	To be provided by Service Provider
Water Charges	To be provided by Buyer
Basic Furniture	To be provided by Buyer
Canteen's Operational Days in a week	5 days a week
Cooking Equipments	To be provided by Buyer
Essential Crockery	To be provided by Service Provider
Canteen Staff	To be provided by Service Provider
Distribution/ Serving Style	From single point - (canteen establishment)
Uniform for Canteen Staff	To be provided by Service Provider
Display Shelf	To be provided by Service Provider
Smart Vending Machines	To be provided by Buyer
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	

Specification	Values
Canteen Start Time	09:00AM
Canteen End Time	07:00PM

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Total No of Employees/ Individuals/ Footfall to be served per day	Additional Requirement/अतिरिक्त आवश्यकता
1	Md. Asgar Hussain	110001, Room No. 501, Sanchar Bhawan, 20, Ashoka Road	500	<ul style="list-style-type: none"> Total Canteen Space (In Sqft) : 2500 Monthly License Fee : 0 Duration in Months : 24 Working Days in a Month : 22

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



21, Ashoka Road, Sanchar Bhawan, New Delhi-
110001

**REQUEST FOR PROPOSAL (BID FOR HIRING OF PROFESSIONAL AGENCY for
CANTEEN SERVICES IN Department of Telecommunications, Headquarter**

Tender Notification Details

Bid Inviting Authority and name of Client	Department of Telecommunications
Name of the Project	REQUEST FOR PROPOSAL (BID FOR HIRING OF PROFESSIONAL AGENCY for CANTEEN SERVICES IN DoT, Sanchar Bhawan
Bid No	As per GeM bid document
Place of availability of Bid Documents (BIDs)	www.gem.gov.in
Place of uploading of response to Bid	www.gem.gov.in
EMD	As per GeM bid document
Email address to send Pre bid queries	ust-dot@nic.in
All communication to be addressed to	Under Secretary (T), Room No. 511 21, Ashoka Road, Sanchar Bhawan, Department of Telecommunications NewDelhi,110001 ust-dot@nic.in
PBG	As per GeM Bid document
Place for Pre-bid meeting	Room No. 511 21, Ashoka Road, Sanchar Bhawan, Department of Telecommunications NewDelhi,110001
Bid validity period	As per GeM Bid document

Duration of Contract	<p>Duration of contract would be initially for 2 years which would be extendable for a period of 1 years after mutual consent at same terms and conditions.</p> <p>During the contract period of 02 years there would not be any change in the rates at which the contract is awarded. However, if the contract is extended the rate of items will be increased up to 10 %.</p>
Bid evaluation method	<p>Least Cost based Selection(LCS)</p> <p>Minimum Qualifying marks= 75</p>
Presentation by applicant	<p>To be informed later</p>

Bid details

The BID consists of following sections:

- Letter of Invitation
- Proposal Evaluation and submission requirements
- Scope of Work
- Instructions to Applicants
- Pre-Qualification and Technical Proposal–Standard Forms
- Financial Proposal–Standard Forms
- Standard Form of Contract
- Annexures

Disclaimer

- i. This RFP document is neither an agreement nor an offer by the DoT to the prospective applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
- ii. DoT does not make any guarantee for the accuracy, reliability, or completeness of the information in this RFP document, and it is not possible for DoT to consider the particular needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by DoT in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. Each prospective Applicant should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
- iii. DoT will not have any liability to any prospective applicant/firm/or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DoT or their employees, any Agency for Brand and Catalogue Approval/Sanity or otherwise arising in anyway from the selection process for the assignment. DoT will also not be liable in any manner whether resulting from negligence or otherwise, however arising from reliance of any Applicant upon any statements contained in this RFP.
- iv. DoT will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that DoT is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and DoT

reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. DoT also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP application.

- v. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
- vi. DoT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- vii. DoT reserves the right to change/modify/amend/cancel any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the GEM portal.

Confidentiality

This document is meant for the specific use by the service providers interested in participating in this process. This document in its entirety is subject to Copyright Laws. Department of Telecommunications (DoT) or any person acting on behalf of the proposals to strictly adhere to the instructions given in the document and maintain confidentiality of information.

The proposers will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by DoT in the event if such a circumstance is brought to the notice of DoT. All recipients of this document are subject to confidentiality clauses.

Section 1: Letter of Invitation

Introduction and Objectives

1. The Department of Telecommunications (DoT), under the Ministry of Communications of the Government of India, is pivotal in formulating and implementing policies that govern the telecommunications landscape of the country. Established to foster a robust telecommunications infrastructure, the DoT plays a critical role in connecting citizens, facilitating economic growth, and promoting digital inclusion across diverse segments of society. Currently, more than 1,000 staff and officials are working at the DoT headquarters, dedicated to advancing these initiatives.
 2. The department is responsible for policy development, regulatory framework, promotion of digital services, quality of telecom service improvement, research and innovation, collaboration and stakeholder engagement etc.
 3. As part of our commitment to operational efficiency, we seek to provide high-quality catering services that meet the diverse needs of our staff and officials. The department hosts and holds frequent meetings with officials, stakeholders, foreign dignitaries and officials of other organizations, under the chairmanship of Hon'ble Minister of Communications, Hon'ble Minister of State for Communications, the Secretary (Telecommunications), or other senior officials, where catering services are essential.
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Section 2: Proposal Submission and Evaluation

Proposals for the scope of work will be evaluated based on the Least-Cost Selection (LCS) method.

As part of the evaluation, the proposals submitted shall be checked to evaluate whether the applicants completely meet the prescribed Pre-Qualification Criteria and meet/exceed the minimum score 75 (seventy-five) out of 100 (hundred) in technical evaluation in accordance with the RFP requirements. Amongst the proposals who meet the Pre- Qualification Criteria and secure minimum technical score (Shortlisted Applicant), the agency with lowest cost shall be awarded the contract subjected to rate reasonability and approval of Competent Authority. Similarity of Project relevance to be judged by DoT. Evaluation committee appointed by DoT will carry out the evaluation on the following criteria and score system:

Pre-Qualification Criteria

Sr No.	Criteria	Submission requirements
1.	<p>a. The bidder, under this RFP, should be Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies etc</p> <p>b. Registered with GSTN Authorities in India,</p> <p>c. The Bidder shall be Make in India compliant.</p> <p>Note- Consortium and Joint venture and Subcontracting not allowed against this RFP.</p>	<p>a. Copy of Certificate of Incorporation or certificate of registration with Registrar of Firms, as applicable. In case of Proprietorship, bidder need to submit the pan card of Proprietor and in case of Society registered under Society's Act, bidder need to submit the certificate of registration issued society under registration act XXI of 1860.</p> <p>b. Copy of Registration Certificates with the GSTN Authorities</p> <p>c. An undertaking towards compliance Make in India on the firm letterhead signed by the firm's authorised signatory. Please refer the Annexure I for the MII template.</p>
2.	<p>The bidder should have an average annual turnover of at least 06 Crore in last 3 (three) financial years (FY 2021-22, FY 2022-23 and FY 2023-24)</p>	<p>Audited annual balance sheet reflecting the financial turnover certified by Chartered accountant with his/her stamp, signature and membership number or Turnover certificate signed by CA with his/her stamp, signature and membership number need to besubmitted at the time of bid submission.</p>

	<p>The bidder should also have positive net worth in last 3 (three) financial years (FY 2021-22, FY 2022-23 and FY2023-24)</p> <p>Exemption- Eligible MSE and startups will be exempted from the turnovercriteria as per the GOI policy subject to meeting the quality and technical specification. The bidders are advised to submit the relevant documents such as MSe certificate, startup certificate etc. in support of their claim for the exemption.</p>	<p>For the Net worth, bidder need to submit the certificate signed by CA with his/her stamp, signature and membership.</p>
3.	<p>The bidder should not be blacklisted/ suspended/ debarred by DOE (Department of Expenditure, Ministry of finance), Ministry of Commerce or GeM and this department, as on the date of bid submission.</p>	<p>a. An undertaking to this effect on the firm letter head signed by the firm's authorised signatory.</p> <p>b. Power of Attorney (POA) also need to be submitted for the authorized signatory.</p>
4.	<p>Manpower – The Bidder must have at least 30 employees in their canteen business.</p>	<ul style="list-style-type: none"> ● Document signed and certified by HR head/Authorized Signatory of the company

<p>5.</p>	<p>Past Performance of Agency:</p> <p>The bidder should have executed or currently executing project related to canteen services/catering services in the last five financial years and the current financial year upto the date of opening of the Bid for Government organizations, PSU or companies listed in BSE or NSE. For this purpose, the value of the executed part of a single contract, as specified above, should be a minimum of INR. 4 Cr. In case of ongoing contract, payment of bills against the single contract, as specified above, should also be at least INR. 4Cr.</p> <p>Note– Buyer reserves a right to decide therelevance or suitability of work orders submitted by bidder and verification of work order submitted by bidder.</p> <p>Any internal projects of bidder will not be considered.</p> <p>Exemption- Eligible MSE and startups will be exempted from the experience criteria as per the GOI policy subject to meeting the quality and technical specification. The bidders are advised to submit the relevant documents such as MSE certificate, startup certificate etc. in support of their claim for the exemption.</p>	<p>Documents required to assess the Past Performance of Agency (Separate certificate/documents for every contract is to be submitted) :</p> <p>I. Contract copies along with a successful completion certificate issued by the concerned department. The completion certificate shall also indicate the payment made.</p> <p style="text-align: center;">Or</p> <p>II. Contract along with proof of receipt of payment in form of Bank statement and related invoices.</p> <p style="text-align: center;">Or</p> <p>III. Contract copies along with a CA certificate confirming receipt of payment against the contract.</p> <p>Documents required for the ongoing contract to assess the Past Performance of Agency (Separate certificate/documents for every ongoing contract is to be submitted):</p> <p>Contract copies along with successful running certificate issued by the concerned department. Certificate shall also indicate the payment made till date of issue of certificate.</p> <p style="text-align: center;">Or</p> <p>Contract along with proof of receipt of payment in form of Bank statement and related invoices..</p> <p style="text-align: center;">Or</p> <p>Contract copy along with CA certificate confirming the receipt of part payment against the contract.</p> <p>Note: Bidders should not erase/deface Value, Date, Scope and Name of issuing authority of the submitted contract/s.</p>
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6	The Bidder must have licensed centralized base kitchen (infrastructure to serve different Indian and international cuisines) in Delhi /NCR.	<ol style="list-style-type: none"> 1. Undertaking by Authorized signatory alongwith electricity bill or lease agreement in the name of bidder. 2. A copy of license of centralized base kitchen.
7	Bidder must have valid FSSAI Certificate and same must be submitted alongwith the bid.	Copy of valid certificate to be submitted at the time of bid submission.
8	The Bidder must submit the valid solvency certificate of value INR 01 Cr, issued by any scheduled commercial bank within the six months prior to bid due date. This is subject to bank verification	Copy of valid solvency certificate

Technical Evaluation

Each proposal to be given a technical score out of 100 (hundred) points. Proposals submitted without all prescribed supporting documents shall not be considered eligible. The set of criteria to be used for evaluation, along with the maximum scores for each criterion are as below:

#	Criteria	Supporting Documents Required	Maximum Score
1	<p>Evaluation during site visit/inspection of their base kitchen, existing facility/ area managed by the Bidder.</p> <ol style="list-style-type: none"> 1- Food Quality/presentation/ variety of cuisines and taste of various outlet/ Kitchen - 07 Marks 2- Cleanliness and hygiene of cooking area, service area, dining area etc- 07 Marks 3- STAFF/VISITORS: trained, experienced, clean uniform, behavior, appearance etc- 07 Marks 4- Food storage facility: cold storage, Pantry storage, cooked food storage etc.- 07 Marks 5- General: Garbage disposal, Exhaust system, firefighting system, record keeping etc- 07 Marks 	<p>Details of Base kitchen/ Outlet existing facility along with the photographs need to submit at the time of bid submission.</p> <p>Officials (Evaluation Committee) appointed by DoT will visit the facility Proposed by bidder During the Bid Submission.</p>	Maximum Marks-35
2	<p>Profile - Operation head offered for management.</p> <p>The operation head offered under the RFP should have at least 10 years of Experience in Managing the canteen services in Government organizations/ any large-scale company.</p> <p>This profile will be assessed basis CV and interview.</p> <p>Educational Qualification– Graduation in Hotel Management</p> <p>This above resource should act as single point of contact For the DoT canteen operations.</p>	<p>Resume signed by the proposed resource and certified by HR head of the company.</p> <p>Bidders need to submit the relevant education document for the resource at the time of bid submission.</p>	Maximum Marks-15
3	<p>Number of executed or currently executing project related to canteen or catering services in the last five financial years and the current financial year up to the date of opening of the Bid for Government organizations, PSU or companies listed in BSE or NSE.</p> <p>For this purpose, the value of the executed part of every submitted contract, as specified above, should be a minimum of INR. 4Cr. In case of ongoing contract,</p>	<p>Marks will be assigned based on cumulative value of execution as under:</p>	

	<p>Payment of bills against every submitted contract, as Specified above, should also be atleast INR.4Cr.</p> <p>Note – Buyer reserves the right to decide the relevance or suitability of work orders submitted by bidder.</p> <p>Any internal projects of bidder will not be considered.</p> <p>Relaxation– Irrespective of relevant Experience in canteen or catering services, eligible MSE /startups will be awarded maximum Marks i.e. 15, specified for the technical criterion.</p>	<p>INR 04 Cr to 08Cr– Marks 05</p> <p>More than INR 08 Cr upto12Cr–Marks10</p> <p>More than INR 12 Cr– Marks 15</p> <p>Bidders need to submit the documents as mentioned in Pre-qualification criteria under past Performance section.</p> <p>Marking will be done on the basis of evaluation of documents and relevance of work order in respect to RFP/ evaluation criteria.</p> <p>Note: Bidders should not erase/deface Value, Date and Scope and name of client of the submitted contract/s.</p>	<p>Maximum Marks – 15</p>
4.	<p>Average Annual turnover: Average annual turnover for the last 3 (three) financial years (FY 2021-22, FY 2022- 23 and FY 2023-24)</p> <ul style="list-style-type: none"> ○ From INR 06 Cr up to 09Cr.–4Marks ○ Above INR 09 Cr upto 12Cr.–8Marks ○ More than 12Cr- 12Marks <p>Relaxation - Irrespective of Annual turnover in last three years, eligible MSE /startups will be awarded maximum marks i.e. 12 Marks specified for the technical criterion.</p>	<p>Audited annual balance sheet reflecting the financial turnover certified by Chartered accountant with his/her stamp, signature and membership number or Turnover certificate signed by CA with his/her stamp, signature and membership number need to be submitted at</p>	<p>Maximum Marks – 12 (twelve)</p>

		the time of bid submission.	
5	Quality related certifications- ISO22000– 04marks OHSAS- 04Marks	Valid certificate copies.	Maximum Marks - 8
6	Total strength Served during the canteen operation in last five financial years and the current financial year up to the date of opening of the Bid in single location. 100 Nos upto 300Nos-5Marks More than 300 upto500Nos–10Marks Above 500Nos-15Marks	Bidders need to submit the certificate issued from any Government organizations, PSU or companies listed in BSE or NSE. This certificate should clearly mention the strength served during the last five financial years and the current financial year upto the date of opening of the Bid	Max Marks 15

Evaluation will be done on the basis of Least cost selection basis.

Cut off for technical Evaluation is 75 marks, financial bid will be opened for only those bidders who score equal or more than 75 Marks in technical evaluation and the contract will be awarded to technically qualified bidder quoting the lowest cost subject to rate reasonability.

Note: Copies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the DoT decides, originals / certified copies should be shown for verification purpose. DoT reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the bid/proposal.

All financial standing data should be certified by certified accountants, for example, Chartered Accountants/ Cost Accountants; and Indian bidders should furnish their Permanent Account Number.

- Consortium/Joint Venture is not allowed for this Project.*

Scope of work

1. The successful bidder will be the responsible for the overall canteen and catering operations in DoT, Sanchar Bhawan and extended office of DoT at MTNL Building at Minto Road. DoT is a growing Government organization, in case there is any increase in number of canteens, successful bidder shall be required to provide the services for those canteens also at the same terms and conditions during the contract period.
2. DoT will provide space at no cost to the service provider. Charges towards water bill and electricity bill will be borne by DoT. LPG/PNG on actual, shall be paid by service provider upon receipt of the bills/invoices from DoT within due date.
3. Currently DoT (Hqrs) has two office space. In each office space there is one canteen-
4. Address of canteen which is as under-
 - i. 21, Ashoka Road, Department of Telecommunications, Sanchar Bhawan, New Delhi-110001
 - ii. MTNL Building, Minto Road, New Delhi
5. DoT (Hqrs) will finalize a weekly menu which vendor will have to provide.
6. DoT will provide well-furnished basic infrastructural setup with table and chair setup and electricity for operation. All the service, production and ancillary equipments, air conditioning units, firefighting equipments and installation etc., as may be reasonably required for efficient working and compliance of extant rules as the case may be, will be provided by DoT. The Service provider is also responsible to arrange and maintain separate sets of necessary cutlery/ crockery/Glass Ware items **branded in the name of DoT with logo** for 100 PAX as follows (Without any additional cost) for ensuring serving of items in various meetings and events on routine basis. The Crockery should be of reputed brand.
 - i. Full size dinner plates
 - ii. Quarter plates
 - iii. Cups & saucers for tea & coffee
 - iv. Drinking water glasses
 - v. Spoons & forks and Serving dishes.
 - vi. Other crockeries as per requirement.
7. The consumables must be branded and should be FSSAI certified.
8. All the items should be hygienically packed inside disposable packing.
9. Sauce/Chutney etc. wherever applicable should be provided free of cost along with the items.
10. Service provider would provide the disposable plates/spoons and other items required for serving the food without any additional cost.
11. DoT will issue Canteen smart cards to its officials with pre-fixed value as per eligibility of the official, who will use the same for purchasing the food, snacks, beverages etc. at canteen. The actual usages of such canteen Smart Cards will be reimbursed to service provider in monthly billing. All unused limit of individual smart cards should be automatically lapsed in each month. Accordingly, Service provider will submit monthly computer generated bill based on actual supply along with necessary monthly reports for billing. Payments will be made based on the individual rates quoted by bidder.
 - a. Service provider will arrange cups, stirrer, sugar sachet, sugar free sachet, milk, water, coffee beans etc and any other item as required for preparing/serving the above goods without any additional cost to DoT.
 - b. Quantity of the above will be approved by DoT and the same should be sufficient to ensure proper distribution of items.
 - c. Service provider will be responsible for the Pest & Rodent control in all canteen area on a bi-monthly basis. Service provider will be entirely responsible for proper pest, rodent control and stray animals in the whole canteen area and shall undertake all the measures necessary (incl. use of good quality disinfectants, floor and other cleaners, rat traps, pesticides, Pesto-O-Flash). Monthly pest control report must be submitted along with the monthly bills.

- d. The Service provider shall ensure that all flammables, disinfectants, cleaning agents, pesticides are stored in a separate demarcated area underlock & key at all the times with restricted access.
12. No single use plastic bags or plastic layers on plates are to be used in the canteen. Only recyclable products are to be used and garbage should be disposed as per government norms.
 13. Service provider will clearly highlight the Veg and Non-veg section and must ensure that different resources are delegated for the Veg and Non-Veg section.
 14. DoT will provide gate passes to the vehicles of the staff, supply & delivery vans/vehicles enabling catering services. List of vans, vehicles with Nos. will be submitted to DoT management directly by license.
 15. All deputed staff should be well dressed and well mannered. In case of DoT desire to replace any deputed staff, same should be replaced immediately.
 16. Canteen services will be required on all working days from 9 AM to 7PM. Canteen should be ready for the operation before 9 AM. In exceptional cases there may be change in timing (before 9 AM for beyond 9 PM). Service provider will be required to provide the service accordingly. Additionally, services may be required on weekends as needed for department's operational demands. The payment of service in weekends as and when required, will be done as per quoted rate or on actual basis, in case there is no rate specified.
 17. This office reserves the right to get the work inspected through any third-party agency or committee of officials from DoT.
 18. Payment will be made at the quoted rate or MRP whichever is lower. As per clause 3.a.(xi) of General Terms & Conditions of GeM, Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily on GeM Marketplace. Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM Marketplace and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price lower than Offer Price on GeM Marketplace. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.
 19. DoT has to conduct various events from time to time. These events are internal meetings chaired by Hon'ble MoC, Hon'ble MoSC, Secretary (T) and senior level officials, or external events where there may be participants from the other organizations. The agency shall be responsible for providing catering services for these types of events. In the case of smaller events and meetings, snack boxes are required to be arranged; these boxes should contain the items desired by DoT. There will be no separate charges for the simple unbranded boxes. For superior branded boxes, the cost will be decided on a case-by-case basis. In the case of external or internal events, proper catering will be required. The rates for the menu will be as per the price bid submitted. However, in the case of external events, the cost of transportation and tentage will be decided on a case-to-case basis.
 20. Different type of menu for the lunch and hi-Tea and dinner given in the RFP.
 21. The Detail list of items given in Price bid section, any items which is provided in list should be provided at the rates quoted by bidder. In case any additional item is added during the contract period, rate of same shall be decided mutually. For deciding rates of additional items General market rates will be considered.
 22. Service provider to ensure availability of items at all the items on all the days.
 23. Service provider to publish weekly menu for the canteen and should rotate all the items to bring variety in the menu.
 24. Necessary Staff will be deputed by Service provider who will also ensure all minimum wages/ESIC/EPFO and other statutory compliance of these manpower. He will submit required documentation as and when asked by this office.
 25. The successful bidder for the canteen services at DoT will be responsible for managing daily canteen services operations at both the DoT headquarters, Sanchar Bhawan and the extended office of DoT located at the MTNL building.
 26. Any other catering services required as per the buyer's requirement.

General terms and conditions.

1. All the communication related to bid should be marked to Under Secretary (T) only at email address ust-dot@nic.in
2. Selected bidders shall sign a Non-Disclosure Agreement with DoT as per the Form 5H
3. EMD can be submitted in the form of Demand Draft in favour of PAO, DoT payable at New Delhi.
4. Proof of submission of EMD must be submitted at the time of bid submission and hard copy of Demand draft must reach to below-mentioned address within the 05 Days. Buyer will not be responsible for any postal delay in the submission of hard copy of EMD-

Under Secretary (T), Room No. 511
21, Ashoka Road, Sanchar Bhawan, Department of Telecommunications
NewDelhi,110001

5. Integrity Pact given in the RFP need to be submitted at the time of bid Submission.
6. GeM GTC and Services specific ATC and SLA will be applicable unless specifically changed under this RFP.

Price bid section.

Bidders are required to quote prices for every item listed in the uploaded with title “**Menu Excel sheet for the reference**” in GeM bid provided by the buyer, as these quoted rates will be considered final for the evaluation. It is crucial that each item is priced, as incomplete submissions may lead to disqualification. Please ensure that no changes will be permitted after submission. If you have any questions or need clarifications regarding the items or the submission process, the buyer may be reached at mail id: ust-dot@nic.in

Note–

1. Bidders need to quote the **‘Total (List A+ List B+ List C+ List D+ List E)’** (Incl of GST) in GeM price bid section while quoting the price in the GeM portal and must attach the price bid format.
2. While quoting the price, bidder shall consider operation cost, resources cost etc. There will be no additional payment other than the rates quoted in format. Bidder will be responsible for all manpower related compliance like EPFO, ESIC and other labour laws.
3. Bidders need to quote the price (Unit price and total price) against every item given in price bid section, in case price is not quoted against the items, the bid will be rejected during the financial evaluation.
4. **Bidder has to submit “Financial breakup format” only with financial bid. Submission of any financial parameter with technical bid shall result into summarily rejection of Bid.**
5. In case of any difference between price quoted by bidder in GeM portal and financial break up attached by bidder then price quoted in GeM portal will prevail.
6. In case of difference between price in words and price in numbers, the price in words will prevail.
7. **Excel upload is also given in this RFP for the ease of calculation for total price.**
8. Quantity given by buyer in excel sheet is **tentative** in nature and payment shall be made as per the actual consumption.

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Annexure 1 : Pre-Qualification Proposal Submission Form (To be submitted at the time of bid submission signed by authorized signatory)

To,

<Name and Designation-To be added by Buyer team>

<Buyer address> Phone:

Email Id:<To be added by Buyer team>

RFP dated <date>for Providing canteen services to Department of Telecommunications.

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant Documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Bidder].

We understand you are not bound to accept any Proposal you receive. Further:

i. We acknowledge that Buyer will be relying on the information provided in the Proposal and the Documents accompanying the Proposal for selection of the Bidder, and we certify that all information provided in the Proposal and in the supporting Documents is true and correct, nothing has been omitted which renders such information misleading; and all Documents accompanying such Proposal are true copies of their respective originals.

ii. This statement is made for the express purpose of appointment as **Agency** for Providing canteen services to DoT for the aforesaid Project.

iii. We shall make available to Buyer any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

iv. We acknowledge the right of Buyer to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

v. We declare that:

- a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
- b. We do not have any conflict of interest in accordance with the terms of the RFP;
- c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP Document, in respect of any Bid or request for proposal issued by or any agreement entered into with Buyer or any other public-sector enterprise or any government, Central or state; and

d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.

vi. We understand that you may cancel the selection process at any time and that you are bound neither to accept any Proposal that you may receive, nor to select the Organization for providing canteen services to DoT, without incurring any liability to the Bidders.

vii. We declare that we are not a member of any other Consortium/JV applying for selection *of Agency for* providing canteen services to DoT.

viii. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

ix. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body, or any public-sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.

x. We agree and understand that the proposal is subject to the provisions of the RFP Document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

xi. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and Documents is attached herewith.

xii. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.

xiii. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We hereby submit the proposal in accordance to the terms of RFP

Yours sincerely,

Authorized signature Name

and title of signatory

Name of Firm Address:

Telephone:

Fax:

(Name and seal of the Bidder/Member in Charge)

Annexure 2 Technical Proposal Submission (to be submitted at the time of bid submission signed by authorized signatory)

[Location, Date]

To,

<Name–TO be added by Buyer team>

<Address To be added by buyer>

RFP dated <date> for providing canteen services to DoT

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant Documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the bidder]. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us in accordance with the RFP.

We understand you are not bound to accept any Proposal you receive. Further:

i. We acknowledge that Buyer will be relying on the information provided in the Proposal and the Documents accompanying the Proposal for selection of the Bidder, and we certify that all information provided in the Proposal and in the supporting Documents is true and correct, nothing has been omitted which renders such information misleading; and all Documents accompanying such Proposal are true copies of their respective origin.

ii. This statement is made for the express purpose of appointment as Agency >for providing canteen services to DoT for the aforesaid Project.

iii. We shall make available to Buyer any additional information it may deem necessary or require for supplementing or authenticating the Proposal. We acknowledge the right of Buyer to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

i. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

ii. We declare that:

a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority.

b. We do not have any conflict of interest in accordance with the terms of the RFP;

c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP Document, in respect of any Bid or request for proposal issued by or any agreement entered into with Buyer or any other public sector enterprise or any government, Central or State; and

d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.

iv.) We understand that you may cancel the selection process at any time and that you are bound neither to accept any Proposal that you may receive nor to select the Organization for providing canteen services to DoT, without incurring any liability to the Bidders.

v.) We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

vi.) We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the central government, any state government, a statutory body, or any public-sector undertaking, as the case maybe, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.

vii.) We agree and understand that the proposal is subject to the provisions of the RFP Document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

viii.) The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Commercial Proposal shall be binding on us.

ix.) We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

Authorized signature Name

and title of signatory

Name of Firm Address:

Telephone:

Fax:

(Name and seal of the Bidder/Member in Charge)

Annexure3 Profile of Bidder

(Location, Date)

Brief Profile of Bidder (in one page).

This portion is to be filled by bidder.

Annexure4:Average Annual Turnover of Bidder

<to be submitted duly signed and stamped on letterhead of CA>

#	Financial years	Turnover(INR)	Net Worth (INR)
1.	2021-22		
2.	2022-23		
3.	2023-24		
4.	Average for last three (3) years		

NOTE: Kindly provide supporting audited balance sheets, P&L statements, statutory auditor certificates, or CA certified details.

Annexure5: Format for highlighting relevant experience.

Assignment Name:	Approx. value of the Contract
Country: Location within the Country:	Duration of assignment (months): Start Date: End Date:
Name of Client:	Total number of staff-months:
Address of Client:	
Description of Actual Services Provided by Your Staff:	

Supporting Documents for the above experience to be provided in terms of RFP conditions under relevant clause.

Annexure 7 -NON-DISCLOSURE AGREEMENT (To be submitted by successful bidder post award of contract)

This Non-Disclosure Agreement (“**Agreement**”) is entered on _____ (“**Effective Date**”) by and between Department of Telecommunications and _____.

WHEREAS

(A) Department of Telecommunications under the aegis of the Ministry of Communications, Government of India, having its office at 21, Ashoka Road, Sanchar Bhawan, New Delhi-110001, hereinafter referred to as “DoT”.

(B) _____ Has been engaged by DoT in order to provide _____ (“**Purpose**”) in connection with the _____

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, DoT and _____ hereby agree as follows.

1. In course of _____ engagement with DoT _____ shall be exposed to Confidential, proprietary, and highly sensitive information relating to DoT. "Confidential Information" shall mean all information and data disclosed by DoT (“**Disclosing Party/ Discloser**”) to _____ (“**Receiving Party**”), or any information _____ becomes aware of / obtains / possess during his/her engagement with DoT, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to;
 - (a) Intellectual property
 - (b) Trade secrets;
 - (c) proprietary information related to the current, future, and proposed products and services of the Disclosing Party including, without limitation, technical data, research, mask works, ideas, samples, media, techniques, sketches, drawings, works of authorship, models, inventions, know- how, processes, apparatuses, equipment, algorithms, software codes and designs, software programs, software source documents, and formulae, its information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists/information, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, price lists, pricing methodologies, cost data, market share data, licenses, contract information, business plans, financial forecasts, historical financial data, budgets, GeM transactions data, demographic details, information regarding third parties or other business information disclosed by DoT either directly or indirectly, whether in writing, electronically, orally, or by observation.

- (d) Information and physical material not generally known or available outside DoT and information and physical material entrusted to DoT in confidence by third parties.
 - (e) Inventions such as discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. This includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon created or developed by the Receiving Party. You understand that "Inventions" means any and all Inventions that you may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the contract.
 - (f) Such other information, which by its name or the circumstances of its disclosure is confidential. All Confidential Information provided by the Disclosing Party to the Recipient shall remain the sole and exclusive property of the Disclosing Party.
2. The Recipient agrees that at all times it shall: (a) will hold in strict confidence and not disclose to any third party the Confidential Information, except as approved in writing by the Disclosing Party, and (b) will use the Confidential Information only for the Purpose defined in this Agreement; (c) not reproduce Confidential Information in any form except for the Purpose; (d) not use the Confidential Information to make, have made or sell any products or services that compete with any of Disclosing Party's products or services or to exploit commercially and to derive profit and (e) not reverse engineer, decompile, or disassemble any Confidential Information.
 3. The Recipient agrees that it shall take adequate measures to protect the secrecy/confidentiality of and avoid disclosure and unauthorized use of the Confidential Information. The Recipient shall immediately notify the Disclosing Party, in writing, upon discovery of any threatened breach, actual loss, or unauthorised disclosure of the Confidential Information.
 4. The Recipient's obligations under this Agreement with respect to any portion of the Confidential Information shall terminate when the Recipient can document that: (a) it was in the public domain at the time it was communicated to the Recipient by the Disclosing Party; (b) it entered the public domain subsequent to the time it was communicated to the Recipient by the Disclosing Party through no fault of the Recipient; (c) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Disclosing Party; (d) it was rightfully communicated to the Recipient free of any obligation of confidence by a third party subsequent to the time it was communicated to the Recipient by the Disclosing Party; (e) it was developed by employees or agents of the Recipient independently of and without use or reference to any Confidential Information communicated to the Recipient by the Disclosing Party; or (f) it is required to disclose pursuant to an order of a duly empowered government agency or a court of competent jurisdiction, provided due notice and an adequate opportunity to intervene is given to the Disclosing Party, unless such notice is prohibited by such order.
 5. Upon completion of the Term of this agreement or upon termination or upon written request of the Disclosing Party, the Recipient shall promptly return to the Disclosing Party all documents and other

Tangible materials representing the Confidential Information and all copies thereof, or certify the destruction thereof.

6. The Parties recognise and agree that nothing contained in this Agreement shall be construed as granting any property rights to the Recipient, by license or otherwise, to any Confidential Information of the Disclosing Party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right in connection therewith. The Recipient shall not derive any profit from the use of the Confidential Information in an unauthorized manner to the exclusion of the Disclosing Party.
7. The Confidential Information shall not be reproduced in any form except in accordance with the provisions of this Agreement. Any reproduction of any Confidential Information by the Recipient shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends, which appear on the original, unless otherwise authorized in writing by the Disclosing Party.
8. The Recipient acknowledges that its breach of the Agreement may cause irreparable damage to the Disclosing Party and agrees that the Disclosing Party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
9. The Recipient acknowledges that all documents—including, but not limited to, data, analyses, reports, statements, flowcharts, ideas, or any other materials created using Confidential Information or based on information provided by disclosing party—are considered "Work Product" and are classified as work made for hire. The Recipient shall not use the Work Product for any purpose other than as expressly permitted, nor share it with any third party, without prior written consent from disclosing party. The Recipient shall be liable for any claims against disclosing party arising from unauthorized use or disclosure and agrees to indemnify and hold DoT harmless against any such claims.
10. The Agreement contains the final, complete and exclusive agreement of the Parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to this subject matter and may not be changed, modified, amended or supplemented except by written instrument signed by both Parties. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such provision shall be severed and the remainder of the Agreement will continue in full force and effect. The Recipient hereby acknowledges that no remedy at law will afford Discloser adequate protection against or appropriate compensation for breach of Recipient's obligations under this Agreement. The Recipient agrees that Discloser shall be entitled to seek specific performance of Recipient's obligations.
11. Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of DoT.
12. This Agreement shall be governed by and construed in accordance with the laws of the India and the Parties hereby submit to the jurisdiction of the courts of New Delhi.
13. Term: This Agreement shall continue in full force and effect for a term of _____ from _____ the Effective Date ("**Term**"). The termination of this Agreement shall not relieve the Recipient of its obligations with respect to Confidential Information disclosed under this Agreement. This confidentiality obligation of the Recipient shall prevail over any conflicting term in any other document executed between _____ the parties, unless _____ otherwise specified.

IN WITNESS WHEREOF, the Parties hereto have caused this Non Disclosure Agreement to be executed by their duly authorized officers or agents on the date first set out above.

For DoT (HQrs)

For _____

Authorized Signatory

Authorized Signatory

Annexure8 Self-certification of Minimum Eligibility and of not being blacklisted.

[Location, Date]

We confirm that our Company/firm, <*Name*>, as of the date of submission of the bid is not blacklisted/Suspended by GeM/Ministry of commerce as well as Department of Expenditure in India for corrupt, fraudulent or any other unethical business practices.

Sincerely,

Name & Designation of the Authorized Signatory

Annexure9.Format for Self-Certification under Preference to“MAKE IN INDIA”Policy

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dated 15.06.2017, as amended from time to time and as applicable on the date of submission of the tender, we hereby certify that we, M/s (supplier name), are complying with the Make in India guidelines and our local content is % against this RFP.

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for upto two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory.

Annexure10: Format for sending pre-bidqueries

(To be submitted on the Letter head of the applicant)

Applicants requiring specific points of clarification may communicate with DoT during the specified period using the following format:

APPLICANT’S REQUEST FOR CLARIFICATION/PRE-BID QUERIES			
Name of Organization submitting request		Name & position of person submitting request	Full address of the Organization including phone, fax, and email
			Tel:
			Fax:
			Email:
	Bidding Document	Content of RFP requiring Clarification	Points of clarification Required
S.N	Reference(s) (section number/page)		
1			
2			

Note:

- The name of the organization and the date should appear in the header of each page.
- The above queries should be sent in Word or Excel format only to the email address mentioned in the “Bid notification and data sheet table”

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm

Address

Annexure 10: Format for Integrity Pact

This Integrity Pact is entered into by and between

The President of India, acting through Department of Telecommunications, Ministry of Communications, having its office located at 21, Ashoka Road, Sanchar Bhawan, New Delhi-110001 (hereinafter referred to as the “Purchaser,” which expression shall unless excluded by or repugnant to the context, be deemed to include its successor/s in office or assign) of the First Part;

AND

< _____ >, *a company incorporated under the Companies Act, 1956, having its registered office at* < > (hereinafter referred to as “Bidder” or “Contractor,” which expression shall, unless the context otherwise requires, include its permitted successors and assigns) of the Second Part.

Preamble

1. The Purchaser intends to award, under laid down organizational procedures, a contract for ... through an open tender process and has issued RFP bearing number <RFP Number>. The Purchaser values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and fairness/transparency in its relations with its Bidder(s) and/or Vendor(s)/Contractor(s). To achieve these goals, the Purchaser wishes to enter into this Integrity Pact with the Bidder(s) for this tender process and execution of the Agreement and will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the Agreement for compliance with the principles mentioned above.

Section 1 - Commitments of the Purchaser

- a. The Purchaser commits itself to take all measures necessary to prevent corruption and to observe the following principles: No employee of the Purchaser, personally or through family members, will in connection with the RFP for, or the execution of the Agreement, demand, take promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Purchaser will during this tender process treat all Bidder (s) with equity and reason. The Purchaser will in particular, before and during this tender process, provide to all Bidders the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to this tender process or the Agreement execution.
- c. The Purchaser will exclude from the process all known prejudiced persons.
- d. If the Purchaser obtains information on the conduct of any of its officers or employees which is a criminal offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988, or if there be a substantive suspicion in this regard, the Purchaser will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder

The Bidder commits to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in this tender process and during the Agreement execution.

- a. The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Purchaser's employees involved in this tender process or the execution of the Agreement or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during this tender process or during the execution of the Agreement.
- b. The Bidder will not enter with other bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in this tender process.
- c. The Bidder will not commit any offence under the Indian Penal Code 1860 and/or Prevention of Corruption Act 1988; further, the Bidder will not improperly, for purposes of competition or personal gain, or pass onto others, any information or document provided by the Purchaser as part of the business relationship, regarding plans, technical bids, and business details, including information contained or transmitted electronically.
- d. The Bidder of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder of Indian nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. A copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed ahead.
- e. The Bidder will, when presenting its bid, disclose all payments it has made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with this tendering process or the award of the Agreement under this tendering process.
- f. The Bidder who has signed the Integrity Pact shall not approach Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- g. The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future Contracts

If the Bidder, during the tender process or before award or during execution of the Agreement has committed a transgression through a violation of Section 2 above, or in any other form, such as to put its reliability or credibility in question, the Purchaser is entitled to disqualify the Bidder from this tender process or decide not to award the work or terminate the awarded Agreement or blacklist the Bidder.

Section 4: Compensation for Damages

If the Purchaser has disqualified the Bidder from this tender process prior to the award according to Section 3, the Purchaser is entitled to forfeit the Earnest Money Deposit/Bid Security deposited by the Bidder.

If the Purchaser has terminated the Agreement according to Section 3, or if the Purchaser is entitled to terminate the Agreement according to Section 3, the Purchaser shall be entitled to demand and recover from the Bidder/Vendor the amount equivalent to Security Deposit/Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the Agreement.

Section 5: Previous Transgression

The Bidder declares that no previous transgressions occurred in the last three years with any other Central Government, State Government or Central PSU entity in India or any entity in any other country conforming to the anti-corruption approach that could justify Bidder's exclusion from this tender process.

If the Bidder makes incorrect statements on this subject or hides any material information, the Purchaser is entitled to disqualify the Bidder from this tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business Dealings."

Section 6: Equal treatment of all Bidders

In case of subcontracting, the Lead contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractors.

The Purchaser will enter into individual Integrity Pacts with identical conditions as this one with all sub-contractors of the Vendor.

The Purchaser will disqualify from the process all Bidder who do not sign this Integrity Pact or violate any of its provisions.

Section 7: Criminal charges against violation Bidder/Subcontractor(s)

If the Purchaser obtains knowledge of conduct of the Bidder or its Subcontractor, or of an employee or a representative or an associate of the Bidder or Subcontractor which constitutes corruption, or if the Purchaser has substantive suspicion in this regard, the Purchaser will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor/Monitors

- a. The Purchaser will appoint Shri Umendra, Ex-Distinguished IFoS & Principal Chief conservator of forests, UP Lucknow and Sh. Manoj Pant, Ex-Distinguished IFoS & Principal Chief conservator of forests, UP J&K as Independent External Monitors for this Integrity Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Integrity Pact.
- b. The Monitor is not subject to instructions by the representatives of the Parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the bidders as confidential. The Monitor shall report to DoT.
- c. The Bidder accepts that the Monitor has the right to access without restriction to all project documentation of the Purchaser including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors of the Vendor.
- d. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) of Vendor with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict arising at a later date, the IEM shall inform DoT and recuse himself from that case.
- e. As soon as the Monitor notices, or believes to notice, a violation of this Integrity Pact, he will so inform the Purchaser and request the Purchaser to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- f. The Monitor will submit a written report to the Purchaser within 8 (Eight) to 10 (Ten) weeks from the date of reference or intimation to him by the Purchaser and, should the occasion arise, submit bids for correcting problematic situations.

- g. If the Monitor has reported to the Purchaser a substantiated suspicion of an offence under relevant Indian Penal Code 1860 and Prevention of Corruption Act 1988, and the Purchaser has not, within a reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- h. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

- a. This Integrity Pact begins when both Parties have legally signed it. It expires for the successful Bidder 12 (Twelve) months after the last payment under the Agreement, and for all other bidders, 6 (Six) months after the execution of the Agreement with the Vendor.
- b. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Purchaser.

Section 10 – Other provisions

- a. This agreement is subject to Indian Law, place of performance and jurisdiction is the Office of the Purchaser first above written, i.e., New Delhi.
- b. Changes and supplements of this Integrity Pact as well as termination notices need to be made in writing. Parties acknowledge that side agreements have not been made.
- c. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.
- d. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- e. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For & On Behalf of the Purchaser
(Official Seal)

For& On Behalf of the Bidder
(Official Seal)

Place:

Place:

Date:

Date:

Witness:

Witness:

(Name & Address):

(Name & Address):

Other Clause

A.) Termination for Contract

The buyer may terminate the contract by giving three (3) months' notice to the Agency without assigning any reason whatsoever.

B.) Termination for Default

- 1.) The failure on the part of the Agency to perform any of its obligations or comply with any of the terms of this Agreement shall constitute an Event of Default on the part of the Agency. The Events of Default may include, but are not limited to, the following:
 - a. If the Agency fails to deliver any or all of the services mentioned in the Scope of Work, or
 - b. If the Agency has exceeded the cap on any Liquidated Damages, or
 - c. If the Agency fails to conform with any of the service/technical specifications or legal and commercial aspects as set out in the RFP or Agreement, or
 - d. If there is any willful misconduct or gross negligence on the part of the Agency or any of its subcontractors/team members/agents/representatives/employees, etc., or
 - e. If the Agency has failed to demonstrate or sustain any representation or warranty made by it in this Agreement, with respect to any of the terms of its Proposal, the RFP, and this Agreement, or
 - f. If there is a proceeding for bankruptcy, insolvency, winding up, or there is an appointment of a receiver, liquidator, assignee, or similar official against or in relation to the Agency, or
 - g. The Agency or its team has failed to comply with or is in breach or contravention of any Applicable Laws, or
 - h. There is an undue delay in achieving the agreed timelines for delivering the services under this Agreement due to reasons solely attributable to the Agency, or
 - i. If it comes to the knowledge of DoT that the Agency or any of their personnel or their subcontractors or subcontractor's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature, or
 - j. The quality of deliverables and services by the Agency is consistently not to the satisfaction of the buyer.
- 2.) Where there has been an occurrence of such Events of Default, Buyer shall issue a notice of default to the Agency, setting out specific defaults/deviances/omissions and providing a period of up to seven (7) days to enable the Agency to remedy such defaults/deviances/omissions.
- 3.) Where, despite the issuance of a default notice to the Agency by DoT, the Agency fails to remedy the default to the reasonable satisfaction of DoT, DoT may, where it deems fit, terminate the Agreement with immediate effect by issuing a termination notice to the Agency.
- 4.) Upon issuance of a termination notice by buyer, buyer shall be entitled to suspend all corresponding and relevant payments to the Agency under the Agreement (except for the work that has been successfully completed by the Agency at the time of issuance of the Notice of Default).

- 5.) Buyer shall be further entitled to forfeit and invoke the performance security and other guarantees furnished by the Agency, enforce indemnity provisions, recover such other costs/losses and other amounts from the Agency which may have resulted from such default, and pursue such other rights and/or remedies that may be available to Buyer under law.
- 6.) Nothing herein shall affect the continued obligation of the Agency to perform all their obligations and responsibilities under the Agreement in an identical manner as were being performed before the occurrence of the default.
- 7.) In the event buyer terminates the Agreement in whole or in part owing to any event of default, buyer may avail, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Service Provider shall be liable to buyer for any excess costs for such similar services.

c) EFFECTS OF TERMINATION

1. In the event of expiry of the Term or termination of this Agreement due to any cause whatsoever, the Agency shall comply with the Exit Management Schedule/Plan submitted by the Agency and accepted by Buyer.
2. Where the termination of the Agreement is prior to its stipulated term on account of an Event of Default on the part of the Agency, buyer shall pay the Agency the amount due and payable up to the effective date of the notice of default.
3. Any and all payments under this clause shall be payable only after the Agency has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of buyer.
4. In case of expiry of the Agreement, the last due payment shall be payable to the Agency after the Service Provider has complied with and completed the transition and exit management as per the Exit Management Plan to the satisfaction of buyer.
5. Without prejudice to any other rights, Buyer may retain such amounts from the payment due and payable by Buyer to the Service Provider as may be required to offset any losses caused to Buyer as a result of any act/omissions of the Service Provider.
6. As per clause 3.a (xi) of General Terms & Conditions of GeM, Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily on GeM Marketplace. Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM Marketplace and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price lower than Offer Price on GeM Marketplace. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.
7. **All other terms and conditions will be as per the SLA and GTC**, unless specifically changed under this RFP.

